

Amendment 117

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 117 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 12th day of April, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to conduct a Site Survey for Pierce Transit (PT) in order to produce the Wireless Data On/Off Load System (WDOLS) device installation guidelines for two new base WDOLS. The Contractor will then install and commission the devices and produce the associated system documentation. This work is performed per CR-002624 *PT Install-Comm Base WDOLS v2*.

- C. The Parties agree that the Work necessary to complete the WDOLS Site Survey, devise installation, commissioning and documentation updates for PT will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to:

- (a) Perform a Site Survey for each of the two WDOLS in order to produce the installation procedures. The Contractor and PT staff will determine the mounting locations and methods for the antennas and Access Points (Base WDOLS) that will be installed. The Contractor will determine appropriate antenna types for each location as well as determine cable requirements and the parts needed in order to complete the installation.
- (b) Produce new system documentation. The Contractor has identified the documentation as:
 - i. SEA-02686 Fixed WDOLS Installation Procedure – Pierce Transit
 - ii. SEA-03913 Fixed WDOLS Installation Requirements
 - iii. SEA-TBD CDRL 24 Commissioning Test Results – CR-02624
- (c) Install the two WDOLS. PT will provide qualified staff to assist the Contractor to complete the installation of the antennas and Access Points
- (d) Commission the two WDOLS. The Contractor will complete the wireless signal strength test of each antenna and update the Fixed WDOLS Installation Requirements document and submit the CDEL 24 Commissioning Test Results.

EC CDRL 24

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION
SPECIAL PROGRAMS

**LUMP SUM
COST**

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To perform the work necessary to conduct a Site Survey for PT's two new WDOLS, produce the associated system documentation, install and commission the devices.

TOTAL

\$12,976

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and seventeen shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

The Agencies

By: _____

Its: _____

Date: _____

By: _____

Their: _____

On behalf of the Agencies

Date: _____

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:


Elaine Aulgur

12-Apr-11
Date

In the presence of:


Witness Signature

12-APR-11
Date

Witness name: AMY GARDNER